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Author(s): Jonathan A. Goldstein

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THE SYRIAC BILL OF SALE FROM DURA-EUROPOS

JONATHAN A. GOLDSTEIN, *University of Iowa*

P. Dura 28, a Syriac deed of sale written in 243 of the Christian era, is an extraordinary document.¹ Almost perfectly preserved, it is the oldest extant piece of Syriac written on perishable material and one of the oldest Syriac texts.² It is still the only published document of an ancient slave sale in Hebrew or Aramaic.³ Written in their own native language for members of a Semitic population touched by Hellenism, who are Roman citizens, *P. Dura 28* contains many evidences of cultural interaction. Finally, *P. Dura 28* is an important link for tracing the evolution of Semitic documentary forms, for its date and the wording of its clauses show it to lie midway between earlier texts and those in the Talmudic literature and in the medieval Jewish formularies.⁴

The document was first read by C. C. Torrey,⁵ who succeeded in grasping the general content. Although his transcription and translation, with a few improvements by H. Ingholt and C. B. Welles, was incorporated in the final edition of the Dura parchments and papyri, they now leave much to be desired.

To all appearances, *P. Dura 28* is a tied double document of the type common in the third century and earlier.⁶ Accordingly, the two uppermost lines of the document should be an abstract of the text below, giving "the place and date of the document; the

¹ Photographs: *YCS*, V (1935), Plates I-III; *W.F.G.*, Plates LXIX, LXXI. To the literature cited at *W.F.G.*, pp. 145-46, add Goldstein and that given below, n. 9. For abbreviations used in this article see List of Abbreviations on p. 16.

² See Welles, *YCS*, V, 122-23; earlier epigraphic texts: below, n. 11.

³ Slave-sales among the still-unpublished Samaria papyri: F. M. Cross, "The Discovery of the Samaria Papyri," *BA*, XXVI (1963), 113, 115.

⁴ Medieval formularies: Hay (died 1038), Bargeloni (ca. 1100) and *Maḥzor Vitry*; Simḥah b. Samuel of Vitry died in 1105, but the formulary, like much else in Hurwitz's edition, may be somewhat later. In any case, though briefer, its bills of sale closely resemble those of Bargeloni.

To trace in detail the origins of the clauses of *P. Dura 28* beyond the time of the Elephantine papyri is beyond the scope of this article. Cuneiform bills of sale and conveyance including those most recently discovered are collected and discussed (with reference to their "satisfaction clause") by Muffs. In his judgment (p. 291), the Aramaic formulary was probably derived from neo-Assyrian models, and those models in turn in many ways represent the culmination of the "fringe tradition" of cuneiform law represented in the provincial formularies of Susa, Kültepe, the Diyala region, Alalakh, and Ras-Shamra.

⁵ *ZfS*, X (1935), 33-45.

⁶ Tied double documents at Dura: *W.F.G.*, p. 14. Cf. Y. Yadin, "Expedition D—The Cave of the Letters," *IEJ*, XII (1962), 236-38; and B.M.V., pp. 244-47 (exhaustive bibliography).

nature of the transaction and certain of its details; the names of the principals.”⁷ Torrey’s attempt to render the two lines lacked all plausibility. His reading of lines 12–16 of the lower text provoked immediate comment from Carl Brockelmann,⁸ and Brockelmann’s substantially correct suggestions were supported by other scholars.⁹ In a review of the *Dura Parchments and Papyri*, I suggested further corrections and reported that I had read the upper text.¹⁰ Although some passages of *P. Dura 28* still elude me, I submit here a new text with notes justifying my readings, a translation, and a commentary relating the document to other ancient documents and systems of law.

TRANSLITERATION

UPPER TEXT

- i. (Hand A) b²yr d31 zbn m(rqy²) ²(wrlly²) mtr²t² brt šmny zbn ltyrw br br b²š²
- ii. ²mt² mtsyn b(dynr²) 700 brt šnyn 28

LOWER TEXT

1. (Hand B) bšnt št d²wqr²twr qsr mrqws ²n²wnyws grdynws ²wsbws ²w²twks
2. sbstws bhpt²y² d²nyws ²rnyws wdtrybwnyws ppws byrh² ²yr šnt
3. h²mšm² ²w²h²mšyn w²rb² bmnyn² qdmy² wšnt tltn w²hd² dh²rwryh²
4. d²n²wnyn² ²ds² nšyht² qlwny² mtrpwls ²wrlly² ²lksndry² bkmrw²t
5. dmrqws ²wrllyws ²n²tywks hpws rhmws br blšw w²b²šrtgwt² dmrqws
6. ²wrllyws ²bgr hpws rhmws br m²nw br ²g² w²d²bgr br h²psy br br ²q²?
7. dtrtn zbnyn bywm tš²t² mwdyn² mrqy² ²wrlly² mtr²t² brt
8. šmnbrz br ²bgr d²jrt² ²dysyt² llwqs ²wrls tyrw br br b²šmn
9. h²rn²y² dqblt mnk.dynr² šbm² wzbnt lh ²mtsyn ²mt² dylly
10. zbyn² thw² brt šnyn šryn wtmn² ytyr ²w h²sy² mn šby² hkn
11. dmn ywmn² w²lm² thw² ²nt tyrw zbwn² wyrtyk šlyt b²mt² hd²
12. dzbnt lk lmqn² wlmzbnw wlm²bd bh kl dtšb² w²n ²nš ndwn² ²w
13. nthg² ²m tyrw zbwn² ²w ²m yrtwhy² l hšbn² ²mt² hd² dzbnt lh
14. ²qwm ²n² mtr²t² mzbnnyt² wyrty w²dwn w²mrq w²dk² w²qymyh²
15. bgdh dtyrw zbwn² w²l ²štl² lmhpk bmly štr² hn² wzbnth
16. lk ²mt² hd² ?? ²m?? ?? ²nmws dmk² w²dm² lyrh² št šlmyn
17. whkn² hwt twwy bynthwn d²n t²rq lh ²mt² hd² mn ywmn²
18. wlhl mn gdh dtyrw zbwn² w²tktbw lzbynt² hd² štr² tryn
19. hd p²hmh² h²yd ldkrwn² n²l b²rkywn d²n²wnyn² ²ds² nšyht²
20. w²hrn² p²hmh² nhw² lwth dtyrw zbwn² (Hand C) mw²dn² ²wrls h²psy
21. br šmšyhb² ²dysy² mn pyllys dtrt²š² dktbt hlp ²wrlly²
22. mtr²t² ²ntty bršm² dspr² l² hkm² dzbnt ²mt² hd² dylh
23. wqblt dmyh² ²yk dkyb mn l²l
24. (Hand D) mrqws ²wrls br klb šhd
25. (Hand E) mrqws ²wrls br p?? šhd

⁷ W.F.G., p. 145.

⁸ ZfS, X, 163.

⁹ Arangio-Ruiz and Furlani, *Neg.*, p. 433, n. 1;
E. Y. Kutscher, *Tarbiz*, XIX (1947–1948), 54, n. 8;

C. Rabin in Pringsheim, p. 462, n. 4. Nevertheless, Brockelmann’s reading was not adopted in W.F.G.

¹⁰ Goldstein, pp. 431–32.

26. (Hand F) *bršm^o dmbħr^o lštryn*
27. (Hand G) *Αὐρ(ήλιος) Μάννος ὁ ἐπὶ τοῦ ἱεροῦ καὶ*
28. *τοῦ πολειτικοῦ μ(α)ρ(τυρῶ)*
29. (Hand B) *mrqws^o wrlyws blšw br*
30. *mqymw spr^o ktbt štr^o hn^o*
31. (Seal bearing image of Gordian III)

VERSO

1. (Hand H [= Hand B?]) *wrly^o mtr^ct^o brt šmny mzbnnyt^o l npšh šhd^o*
2. (Hand C) *wrls ħpsy br šmšyhb ħtmt^o l štr^o hn^o*
3. (Hand I) *wrls bgr šrtg^o šhd^o Ἀβγαρος*
4. (Hand J) *bgr br brsm^y šhd^o*
5. (Hand H) *wrly^o mtr^ct^o brt šmny mzbnnyt^o l npšh šhd^o*

NOTES TO THE TRANSCRIPTION OF THE TEXT

i-ii. The numerals are of the type common in ancient Hebrew and Aramaic documents and inscriptions; they tally with the numbers written out in the lower text. "31" is written as "20 + 10 + 1." Probably as an adaptation to a cursive script, the figure "20," known from Elephantine, Palmyra, Nabataea, and Wadi Murabba'at, is here turned on its side; cf. B.M.V., p. 98, fig. 27. All the other figure forms in the upper text appear in the earliest dated Syriac inscriptions.¹¹

In the first occurrence of *zbn* the cursive hand leaves the *b* almost unrecognizable. The letters which follow *zbn* are clear and can hardly be anything but the abbreviated Roman praenomen and nomen of the seller.

mtr^ct^o, the Aramaic cognomen of the seller, appears six times in the document (here, and at lines 7, 14, and 22 of the lower text, and then twice in the very clear signatures on the verso). Torrey read it as *mtb^ct^o* and treated it as a common noun, "the defendant," but such a common noun would follow the patronymic *brt šmny*. The third letter never appears joined to the letter which follows it and cannot be a *b*. The name is Mat-Tar^catha = Amath-Tar^catha = "handmaid of Atargatis." This type of name is well-attested in Syria, and so are the omission of the initial ^o (cf. the slave's name in line ii) and the assimilation of the final *t* of *Amath*.¹²

br b^cš^o. In both upper and lower texts, the fourth letter of Tiro's father's name is ^c rather than *l*. The name occurs in inscriptions¹³ and, transliterated (Barbaessamen, Barbaesomen), in documents from Dura.¹⁴

¹¹ André Maricq, "La plus ancienne inscription syriaque: celle de Birecik," *Syria*, XXXIX (1962), 88-100; H. Pognon, *Inscriptions sémitiques de la Syrie, de la Mésopotamie, et de la région de Mossoul* (Paris, 1907), No. 2 and Plate XIV; J. B. Segal, "Some Syriac Inscriptions of the 2nd-3rd Century A.D.," *Bulletin of the School of Oriental and African Studies*, XVI (1954), 13-36. See also M. Lidzbarski, *Handbuch der Nordsemitischen Epigraphik*, I, 198-202, and Tafel XLVI.

¹² Cumont, "Atargatis," *RE*, II (1896), 1896. Names formed with "Amath-": A. Caquot, "Sur l'onomastique religieuse de Palmyre," *Syria*, XXXIX (1962), 239. Loss of initial ^o: Nöldeke, sec. 32; cf.

Inscriptions grecques et latines de la Syrie 1409, 1411 (Amath-Babea), 680. 4-5 (Math-Babea). Assimilation of final letter of "Amath-": Ed. Sachau, "Edessenische Inschriften," *ZDMG*, XXXVI (1882), 145-47 (*mšmš* along with Greek transcription Ἀμασσαμης).

¹³ Caquot, "Nouvelles inscriptions araméennes de Hatra," *Syria*, XXIX (1952), 117, n. 1, and pp. 89-105, Nos. 23-25; XXX (1953), 235, No. 29; Enno Littmann, *Semitic Inscriptions* (New York, 1904), p. 86, Nabataean inscription No. 1. Segal, "New Syriac Inscriptions from Edessa," *Bulletin of the School of Oriental and African Studies*, XXII (1959), 38-39.

¹⁴ W.F.G., index, p. 430.

mt syn. On the omission of the initial ³, see above on *mtr^ct³*.

On the symbol *r* for "denarius," see B.M.V., pp. 90–91.

3. *ḏhrwryh*: *ḏhrwr³* W.F.G. At the end of this word the writing runs into a notch in the edge of the parchment. What is there bears no resemblance to an ³ but is easily read as *y* and the right-hand stroke of *h*.

4. *bkmrw^t*: *b^cmrw^t* W.F.G. In later Syriac the words for "priest" and "priesthood" are always written *plene*, but the defective spelling *kmr³* occurs in inscriptions from Ḥatra.¹⁵ Difficulties of the earlier reading: Welles, *YCS*, V, 128–30, and W.F.G., p. 147, n. 15.

6. *ʔqʔ*: *kmr* W.F.G. The word is probably the divine element of the name of Abgar bar Ḥafṣai's grandfather, Bar-ʔ, son of the god X. In this scribe's hand the middle letter is surely *q*, not *m*. The first letter may be *b*, *y*, *l*, or *n*; the last, *d*, *w*, *z*, *y*, *l*, ^c, or *r*. The non-divine name *bqr* appears in Safaitic and Thamudic, Ryckmans, II, 55.

7. *mwdyn³*: *mbdq³* W.F.G. The second letter is not joined to the one following and cannot be a *b*, and the *q* would be unlike any in this scribe's hand; finally, there is no support for Torrey's rendition of the reading as "of the aforesaid month."

ʔwrly³: *ʔwdly³* W.F.G. (misprint).

8. *šmnbrz*. I am not sure of the fourth and fifth letters since I do not know a suitable etymology for the name.

ḏyrt³ *ʔdysyt³*: *mzbnny^t* *mskl³* W.F.G. The first word is badly written. Torrey's reading is a guess from the context and from the signatures on the verso; it ignores the clear ³ at the beginning of the second word, and the *m* of *mskl³* would be unique in the document. Moreover, in Hebrew and Aramaic documentary style the verb of saying precedes the declarer's name and is always *ʔmr*. Analogy with other documents and with the name of the buyer here requires that the seller's place of origin (or citizenship) and place of residence be given here. Cf. *P. Dura* 29, *Mur.* 19, etc.

br b^cšmn: *brblšmn* W.F.G. See on line i, *br b^cš³*.

10. *hkn*: *hkyn* W.F.G. The form *hkyn* is unknown in Syriac. The *y* was misread from the extended stroke leading to the *n* (cf. the *n* at the end of line 8).

12. *lmzbnw*: *lmdbrw* W.F.G. The next to last letter is joined to the *w* and cannot be *r*. The reading becomes certain when the passage is compared with other Aramaic *kyrieia* clauses; see commentary.

13. *ḥšbn*: *ḥšyn* W.F.G. Parallels make Brockelmann's reading certain. See commentary. Ingholt and Torrey may have rejected it because of the defective spelling, but see on line 4; the defective spelling is found in Enno Littmann, *Semitic Inscriptions*, p. 15, No. 6, line 4.

14. *ʔqwm*: *ʔqdm* W.F.G. Again the correct reading is proved by the parallels.

wʔqymyḥ: *wʔqymh* W.F.G.: *wʔqymnh* Goldstein. Only the first reading fits both the letters on the parchment and Syriac grammar.

15. *bmly*: *bmny* W.F.G. The idiom, translated by Torrey "in any way whatsoever," would be strange in Syriac, whereas the reading adopted yields the well-attested *hpk bmlt³*, "break one's word," "retract."

wzbnth: *zbnth* W.F.G. The careless stroke joined to the *z* is probably a *w*.

16. *ʔʔ ʔmʔʔ ʔʔ ʔmws*: *kd ʔkyn ḥd nmws* W.F.G. The letters on the parchment are

¹⁵ Caquot, *Syria*, XXIX, 89–105, Nos. 5, 25, 27; XXXII, 55, No. 51.

ambiguous or blurred, and I have not been able to find a satisfactory reading. Torrey translated, "while I establish a certain law," but this is very implausible language for a legal document. How would a private citizen "establish" a law? Brockelmann's suggestion, "indem ich den einen gesetzlichen Termin von jetzt bis zu sechs vollen Monaten festsetze," makes sense but cannot be derived from the reading; see commentary.

The first two letters are blurred beyond recognition in the photographs. The ³ seems certain; the *m* could also be a badly written *b* or *k*—cf. *wzbnth* in line 15; the next letter is not joined to what follows it and can be *d*, *z*, *r*, or final *y* or *n*. Next comes a faint long stroke sloping downward from left to right; if it is not a stray mark, it is a final *n*. After a space come the strokes read by Torrey as *h*; however, the writing does not appear to be joined to what follows and can be read as two letters, the first being *b*, *y*, *k*, *l*, *n*, or ³, and the second, *w* or perhaps *d* or *r*. Then comes a clear *d* or *r*, and then the word which Torrey probably was correct in reading as *nmws*. Passages in the Syriac-Roman laws lend support to this reading. Nevertheless, the *n* is badly formed and does not quite join the following letter; the *m* bears on its upper right a mark which disguises it; and the *w* is run into the *s* (cf. the *ws* of the scribe's signature, line 29).

17. *d³n: w³n* W.F.G. See commentary.

19. *p³mh: p³hm* W.F.G. The word is faint and badly written both here and in line 20.

l³krwn. The writing here is faint and ambiguous. Torrey's reading can be made out from the photographs but is suspect. It ignores the mark sloping down from left to right after ³*hyd*, thus leaving an abnormally large space between words. Furthermore, the noun "record" known from Syriac and Babylonian Aramaic is rather *d(w)krn³* (*dukh³rānā*), though the form read by Torrey is known in Biblical Aramaic (Ezra 6:2), the Christian Aramaic of Palestine, and modern Syriac; see H. L. Ginsberg, *Koheleth* (Tel Aviv-Jerusalem: M. Newman, 1961), p. 28 (in Hebrew). The traces on the parchment can also be read *l³hdw*, "as testimony," but then the faint stroke sloping down from left to right after the *w* must be ignored, and again an abnormally large space is left between words.

20. *p³mh: prwmywn* (?) W.F.G. See on line 19 and W.F.G., pp. 144, 148.

21. ³*dysy³: ³dsy³* W.F.G. (misprint).

22. *hkm³: hpm³* W.F.G. (misprint).

24. *klb³ shd: blb³srbl* W.F.G. The reading *shd* is certain. In Aramaic documents either the singular *shd* stands by the signature of each witness or the plural *shdy³* introduces them all (note, however, the Nabataean practice described by Yadin, *IEJ*, XII, 238, and the practice of some Jews of Jerusalem, *M. Giṭṭin* 9:8). The letters of *klb* are all ambiguous, and one would expect the *status emphaticus*; indeed, the name *br klb³* (Barchalbas) is well attested at Edessa and Dura (Welles, *YCS*, V, 126, n. 21; W.F.G., index, p. 430). Arabic names are common at Edessa and do lack the ³ of the *status emphaticus* but usually have a final *w*. See Caquot, *Tessères*, p. 156; Ryckmans, I, 114.

25. *p³? shd: pnwdgl* W.F.G. See on line 24. With a list of names used in Osrhoene, one may well find a convincing reading. For the two doubtful letters, I would guess *t* (note the form in the upper text) and *r*. The extremely cursive *h* of *shd* either has its right stroke reduced and crowded up against the *s* or its left loop crowded up against the *d*.

Verso, 3. *'Aβαρος: 'Aβαρ δ σαρ*. W.F.G. Neither photograph shows the final tau and rho. The name is probably the witness' Greek signature, which he wrote after signing in Syriac. His pen was running dry as he wrote *shd*, but he went on in Greek without dipping it again.

Verso, 5. *l npšh: lnpšh*. There is a faint stroke to the right of the *l* which is surely an ink-mark. If it is read as *ˁ*, verso, line 5, agrees with verso, line 1, and conforms to the common formula of the conceding party's signature in Aramaic documents.¹⁶

TRANSLATION

UPPER TEXT

¹In Iyyar of 31, a sale. Marcia Aurelia Mat-Tar^ˁatha, daughter of Shamnai, has sold to Tiro, son of Bar-Ba^ˁesha, ¹¹a female slave, Math-Sin, for 700 denarii, 28 years old.

LOWER TEXT

¹In the sixth year of Emperor Caesar Marcus Antonius Gordianus Pius Felix ²Augustus; in the consulship of Annius Arrianus and Cervonius Papus; in the month Iyyar of the year ³554 of the former reckoning; and in the year 31 of the freedom of ⁴Antoniniana Edessa, the glorious, Colonia Metropolis Aurelia Alexandria; in the priesthood of ⁵Marcus Aurelius Antiochus, eques Romanus, son of Belshu; and in the term as strategoi of Marcus ⁶Aurelius Abgar, eques Romanus, son of Ma^ˁnu, grandson of Agga, and of Abgar, son of Ḥafsai, grandson of Bar-⁷?q?, ⁷for the second time, on the ninth day (of the month).

I, Marcia Aurelia Mat-Tar^ˁatha, daughter of ⁸Shamenbaraz, granddaughter of Abgar, resident (?), Edessene, declare to Lucas Aurelis Tiro, son of Bar-Ba^ˁeshamen ⁹of Carrhae, that I have received from him 700 denarii and have sold to him Amath-Sin, my female slave, ¹⁰whose age is 28 years, more or less, purchased from her captors, under the following terms:

¹¹That from this day forth and forever, you, Tiro, the buyer, and your heirs shall have power over this slave ¹²that I have sold you, to take possession, to sell, and to do with her whatever you wish; and if anyone shall bring suit or ¹³conspire against Tiro, the buyer, or against his heirs concerning this slave that I have sold him, ¹⁴I, Mat-Tar^ˁatha, the seller, and my heirs shall rise and defend and clean and clear (her with respect to her title) and place her ¹⁵in Tiro the buyer's possession. And I shall have no power to revoke the terms of this document. And I have sold ¹⁶you this slave . . . law of from now until six full months have passed. ¹⁷And an agreement was made between them as follows: if this slave shall run away from today ¹⁸onward, it shall be at the risk of Tiro, the buyer.

Two documents of this sale have been written; ¹⁹one copy of it, retained as a record, is to be entered in the archives of Antoniniana Edessa, the glorious, ²⁰and the other copy of it is to be for Tiro, the buyer.

I, Aurelis Ḥafsai, ²¹son of Shamashyabh, Edessene of the Twelfth tribe, declare that I have written on behalf of Aurelia ²²Mat-Tar^ˁatha, my wife, in the subscription, because she is illiterate, that she has sold this slave of hers ²³and received the price thereof as written above.

²⁴Marcus Aurelis Bar-Klebh (?), witness.

²⁵Marcus Aurelis Bar-^p??, witness.

²⁶With the signature of the inspector of documents:

¹⁶ Milik II and III; *Mur.* 18, 19, 21, 24, 28-30; Yadin, *IEJ*, XII, 237.

²⁷I, Aurelius Mannus, superintendent of the sacred and ²⁸civic archives, bear witness.

²⁹I, Marcus Aurelius Belshu, son of ³⁰Moqimu, the scribe, have written this document.

³⁰(Seal of Gordian III)

VERSO

¹Aurelia Mat-Tar^catha, daughter of Shamnai, the seller, testifies for herself.

²I, Aurelis Hafsai, son of Shamashyabh, have signed this document.

³Aurelis Abgar, the strategos, witness; Abgar.

⁴Abgar, son of Bar-Samya, witness.

⁵Aurelia Mat-Tar^catha, daughter of Shamnai, the seller, testifies for herself.

SYNOPSIS OF GRAMMAR AND ORTHOGRAPHY

The one grammatical error in the upper text is probably the slip of a hasty pen. With the exception of line 10, where the scribe may have misplaced a word, the grammar of all the readable portions of the lower text is good. The names of both consuls have been misspelled, and one “ni” has fallen out of “Antoniniana”—the name, however, may have been so pronounced in Edessa. Otherwise, the scribe apparently took care to spell names in the manner preferred by their bearers: the Roman consuls, the eponymous local officials, and the scribe’s own signature have the purist “-ius,” whereas the husband’s signature and subscription, the witnesses’ signatures, and the buyer have the vulgar “-(i)s.” The spelling of “witness” (*šhd*) is a stereotype, but the use of *š* in the word “twelfth” in line 21 is remarkable, and so is the consistently defective spelling of short “u” in native Syriac words.

COMMENTARY

UPPER TEXT

Lines i–ii. The decipherment of these two lines shows *P. Dura 28* to be, as expected, a double document with an inner text reduced to a brief abstract. Double documents with such inner texts are known from Ptolemaic Egypt,¹⁷ from third-century Dura,¹⁸ and from the documents of the second century discovered in the “Cave of the Letters” in the Judean desert of Israel.¹⁹

In these documents, upper texts tend to be written in a more cursive script than the lower texts, and often by a different hand.²⁰ The upper text of *P. Dura 28* with its neat but rapid cursive (note especially the forms for ³ and *t*) is so different from the lower text as to suggest another hand, possibly that of Aurelius Mannus, superintendent of the sacred and civic archives (lines 27–28), for in Ptolemaic Egypt such texts were added to double documents by registry officials.²¹ Unlike the lower text, the upper text is

¹⁷ F. Bilabel, “Zur Doppelausfertigung ägyptischer Urkunden,” *Aegyptus*, V (1924), 168–72; VI (1925), 94–96, 100–104.

¹⁸ *P. Dura 26, 29, 30, 32.*

¹⁹ See above, n. 6. Upper texts reduced to abstracts may be alluded to at *T. Baba Batra* 11:1, p. 413, lines 4–5 Zuckerman (names of the principals, description of the purchase, the amount paid, the date) and by R. Idi quoting R. Jeremiah at *TP*,

Baba Batra, p. 17c (names of the principals, names of the witnesses, date). On the inclusion of the witnesses’ names, see Gulak, pp. 15–24. In neither case, however, is it clear that the upper text is briefer than the lower.

²⁰ *P. Dura 29–32* (cf. 24 and 25); Bilabel, *Aegyptus*, V, 170–72; cf. Yadin, *IEJ*, XII, 236.

²¹ Bilabel, *loc. cit.*

expressed in the third person, as would befit an official's summary of the contents. In summarizing, the writer of the upper text seems generally to have followed the order of the lower. In the date he retained only the Babylonian month and the year of the local era, by his omissions incidentally leaving the date in the normal Semitic order, with the month named before the year (see commentary to lines 1-7). The figure "20" in the age of the slave is very different from that used to form the "20 + 10 + 1" of the date, and the ׁ of Iyyar occurs only there in the upper text and is used several times in the lower. I prefer to view these as the normal inconsistencies of a cursive hand, rather than as evidence that two hands wrote the upper text.

In abbreviating, the writer of the upper text omitted the words *yrh* (month) and *šnt* (year). *yrh* is frequently omitted in documents (e.g., Cowley, Nos. 5-10 and the contracts from Wadi Murabba'at). I know no parallel, however, for the omission of *šnt*. The use of figures in the upper text and words in the lower to express numbers is common in double documents; the practice probably served the same function as it does in modern checks.²²

zbn. The designation of the transaction (sale), according to Payne Smith, col. 1076, properly means *emptio*, not *venditio*, but cf. Pringsheim's remarks on *ônê* and *prasis*, pp. 111-26.

On the praenomen and nomen of the seller, see Welles, *YCS*, V, 140, n. 80; on her Aramaic cognomen, above, notes to transcription. On the worship of Tar'atha-Atargatis at Edessa, Duval, *Journal Asiatique*, 1891, pp. 230-32; at Carrhae, Martin, "Discours de Jacques de Saroug sur la chute des idoles," *ZDMG*, XXIX (1876), 110, 131-32.

The second occurrence of *zbn* is ungrammatical. As the verb, "sold," it should be feminine (*zbnt*). The error may have arisen from the first occurrence, the noun *zbn*.

The upper text reduces the patronymics of seller and buyer to hypocoristics;²³ so do the seller's signatures, Verso, lines 1 and 5. For some reason, the writer of the upper text found it necessary to give the Roman names of only the conceding party; on the buyer's names, see below on line 8. On the slave's name, see W.F.G., p. 143; on the omission of the ׁ, above, notes to transcription.

LOWER TEXT

I. THE DATING FORMULA

Lines 1-7. The elaborate formula begins with the year of the emperor's *imperium*. Under Roman rule, down to the time of Diocletian, the peoples of Egypt, Palestine, Syria, and Arabia continued their practice of dating by the regnal years of the monarch ruling over them, a practice followed by only some of the other subject peoples of the Empire.²⁴ Of the texts dating by both the regnal year and the consuls, *Mur. 115* and probably other documents from Jewish Palestine²⁵ agree with *P. Dura 28* in placing

²² *P. Dura 26*; *Mur. 21, 22, 29, 30*; Bilabel, *Aegyptus*, VI, 104; cf. V, 171, and VI, 94-96.

²³ On such hypocoristics, see Caquot, *Tessères*, pp. 154-57.

²⁴ Egypt: Mitteis, p. 88; Palestine: *Mur. 18* and *118*; Nabataea: Document 6, Yadin, *IEJ*, XII, 241; Syria: *P. Dura 25, 31*; and cf. Luke 3:1 and the dating prescripts of the *Doctrine of Addaeus the Apostle* and the *Acts of Sharbil*. The indices to

Inscriptiones Graecae ad res Romanas pertinentes, Vols. I and III, show dating by years of the emperors only in Bithynia and Pontus, Cyprus, Egypt, Palestine, Syria, and Arabia. The Mishnah requires bills of divorce to be dated by the year of the emperor (*Giffin 8:5*; see the commentary of Albeck [Jerusalem, 1954], pp. 297, 405); cf. *Mur. 18* and *TP, Giffin 8:5*, p. 49c.

²⁵ Such is the implication of *M. Giffin 8:5*.

the regnal year first. In the rest of the surviving documents, the consuls appear first. The otherwise careful scribe of *P. Dura 28* has misspelled the names of both consuls.

Other features of the dating formula are entirely unsemitic. The order in dates of Hebrew and Aramaic documents and in the medieval Hebrew formularies is day, month, year.²⁶ In a Greek date, the prevailing order is year, month, day,²⁷ which is the order here, except that the local designations of the year have been inserted between the month and the day.

The era of the colony of Edessa is described as that of its "freedom," probably its freedom from its own local dynasty. Cf. Bellinger, *YCS*, V, 152; E. Bickerman, *Chronologie* (Leipzig, 1963), p. 46. To Bellinger's chronological studies of the era of the colony in *YCS*, V, add André Maricq, "Hatra de Sanatrouq," *Syria*, XXXII (1955), 278, n. 3. On the titles of Edessa, see Bellinger, *op. cit.*, 143, n. 4.

4-5. Dating by eponymous priests was a common practice in the ancient world; at Dura there were four.²⁸ *P. Dura 28* shows that there was only one at Edessa, though the Christian Syriac *Acts of Sharbil* date the fifteenth year of Trajan by two eponymous priests²⁹ and the Syriac *Doctrine of Addaeus the Apostle* speaks of two high priests of Edessa.³⁰ The Christian writers simply refused to leave the eponymous priesthood to a pagan alone and included the Christian bishop. In the *Acts of Sharbil* Barsamya is the name of the second eponymous priest and of the Christian bishop,³¹ and Sharbil alone is called the chief priest.³² Later Syriac martyrdoms replace the eponymous priest by only one name, that of the bishop.³³ Only one of the two chief priests mentioned in the *Doctrine of Addaeus* need have been eponymous.

5-7. The strategoi evidently became the annual chief magistrates of the city after the Romans ended the dynasty of Edessa.³⁴ In accordance with the parallels in Greek and Roman inscriptions, "for the second time" refers only to Abgar, son of Ḥafṣai. The names Abgar and Ma'nu (*Mánnos*) were favorites of the dynasty of Edessa, and Ḥafṣai occurs in aristocratic families there. The name Belshu, which is also the native cognomen of the scribe (line 29), is Akkadian, shortened from Ša-Bel-šu, "He is Bel's"; the cult of Bel at Edessa is well attested.³⁵ As one would expect, the native aristocracy and perhaps even the royal family remained prominent in the Roman colony of Edessa.

II. THE SELLER'S DECLARATIONS OF RECEIPT OF THE PRICE AND SALE OF THE SLAVE

Lines 7-10. The seller's declaration begins abruptly with the word "I declare," *ὁμολογῶ*, without any verb of saying in the third person. In the terms used by papyrologists, this document is a "subjective homology." To my knowledge there is no parallel to this aspect of *P. Dura 28* among surviving ancient witnessed documents. The formula of Hay, however, presents something of a parallel. In Jewish practice documents were formulated as the statement of the witnesses testifying to what they have seen and

²⁶ R. Yaron, "The Schema of the Aramaic Legal Documents," *JSS*, II (1957), 33-34, 61; so, too, in the documents from the Judean desert and in the formula at *T. Baba Batra* 11:2, p. 413, lines 5-8.

²⁷ See, e.g., W. Larfeld, *Griechische Epigraphik*, 3rd ed. (München, 1913), pp. 334-38.

²⁸ *P. Dura 25* and 37.

²⁹ Syriac p. 41, line 18.

³⁰ Syriac p. 14, lines 5-6 Cureton.

³¹ Syriac p. 42, line 17.

³² Syriac p. 42, lines 7-8.

³³ See Welles, *YCS*, V, 131, n. 44.

³⁴ Welles, *YCS*, V, 131-32.

³⁵ Names of aristocrats: Jules Leroy, "Nouvelles découvertes archéologiques relatives à Edesse," *Syria*, XXXVIII (1961), 160-62; Belshu: K. L. Tallquist, *Assyrian Personal Names* (Helsingfors, 1914), p. 62; Bel at Edessa: Duval, *Journal Asiatique*, 1891, pp. 228-29.

heard,³⁶ and hence the verb of saying in the third person must appear, but thereafter the document continues *q' mwdyn*, "I declare. . ."

P. Dura 28 is the earliest extant Semitic bill of sale in the form of a homology; however, the Mishnah takes the existence of such bills for granted,³⁷ and the bills of conveyance in the formulary of Hay are all homologies. In Greek bills of sale from Egypt, this form first appears in the first century B.C.³⁸ and under Roman rule becomes the sole form for bills of sale.³⁹

On the buyer's names and patronymic, see above, notes to transcription and synopsis of grammar and orthography, and Welles, *YCS*, V, 140, n. 80.

Another peculiarity sets *P. Dura 28*, along with the medieval Jewish formularies and the Greek Parchment 2 from Avroman,⁴⁰ apart from almost⁴¹ all other known ancient bills of sale in Greek, Hebrew, Aramaic, cuneiform, and demotic: the declaration of receipt of the price precedes the declaration of sale.⁴² Since the medieval Jewish formularies follow the practice of the Jewish academies in Babylonia, perhaps here is a significant difference between legal practice in the Roman world and among the Greek and Semitic subjects of the Parthian and Sassanian Empires. The problem deserves further study.

10. There are difficulties in the syntax of this line. Torrey translated the first word as "a purchase," meaning that the slave was bought, not home-born. The word then is a feminine noun in the *status absolutus*, a possible construction, particularly in an early text.⁴³ However, neither in the few extant ancient slave sales nor in the medieval formularies is there any parallel for so describing the slave; on the contrary, one would expect note to be taken only if the slave was home-born.⁴⁴

There may be a helpful parallel in the declarations of sale in the medieval Jewish formularies. In them, at the corresponding point of the clause, appears the word *zbyny* (sale), as a cognate accusative, but there the word is needed as a noun for the adjectives describing the sale as final and irrevocable. Here a cognate accusative would seem to serve no purpose.

Difficult, too, is the presence of the word *thw*?. It can hardly be construed with *zbyn*? as an expression of the buyer's taking possession, "Bought let her be!" The grammar and word order would be odd,⁴⁵ the formula unparalleled⁴⁶ and out of place in a statement of the name and specifications of the slave. Hence, the word presumably is to be construed with what follows. But in normal Syriac, the imperfect of "to be" is not a simple copula but has a modal force, such as "let her be . . ."; that would be a strange way to state the slave's age, especially that of a handmaid past the bloom of youth. *Neg. 135*, a slave-sale from Ascalon showing considerable Semitism in its language and formulation, alone among Greek documents introduces the age of the slave with the

³⁶ See Gulak, pp. 15-24, and cf. the formula of the cuneiform *lišānšu* documents, Koschaker, pp. 21-23. Early cuneiform documents in subjective style: Muffs, pp. 35, 274-77.

³⁷ Gulak, pp. 2-6. Avroman 1 and 2 are homologies.

³⁸ Pringsheim, p. 124, n. 2.

³⁹ Pringsheim, pp. 109-11, 124.

⁴⁰ Not, however, Avroman 3; Avroman 1 has no verb of sale or conveyance in the declaration—rather, the sum of money received is called the price of the vineyard.

⁴¹ A parallel exists in the Alexandrian *synchoreisis* documents (Mitteis, pp. 182-83). However, they represent an entirely different procedure and documentary style; e.g., the amount of the price is not mentioned in the declaration of receipt.

⁴² Cf. Welles, *YCS*, V, 101, n. 39.

⁴³ Nöldeke, sec. 202.

⁴⁴ Welles, *YCS*, V, 103, n. 48.

⁴⁵ See Nöldeke, sec. 300.

⁴⁶ But cf. the Middle Assyrian sale formula, Koschaker, pp. 28-30.

participle *onta*. But the participle of *Neg. 135* is good Greek; the imperfect here is odd Syriac, though the scribe otherwise seems well-trained.

One must always hesitate to emend a legal document, especially one written by an evidently experienced scribe. Nevertheless, parchment was expensive, and an erasure might have invalidated the document. Hesitantly, therefore, as the basis for my translation, I suggest that the scribe wrote *zbyn*⁷ too soon; in order to set off the declaration of the slave's age as a sort of parenthesis, he inserted the verb *thw*⁷. If so, *zbyn*⁷ is to be construed with *mn šby*⁷ and as a predicate adjective in the *status absolutus*. Literally translated, line 10 becomes, "She was purchased (she is 28 years old, more or less) from her captors." It is, indeed, usual for a bill of sale to mention how the seller acquired the property, and on the basis of parallels in other documents,⁴⁷ one would expect this to be expressed by something more than a prepositional phrase.⁴⁸

The phrase "more or less" occurs in demotic and Semitic documents as early as Old Babylonian deeds and is found also in Greek papyri. By it, the sale is agreed to be final regardless of whether estimated measurements are too large or too small.⁴⁹

*šby*⁷ can be vocalized in two ways, as the abstract and collective *šebhyā* (captivity) or as the plural *šabbāyē* (captors). The latter is suggested by the parallels in other documents of sale, which name the previous owner, not the previous status of the slave or other property, and also by the language of a hymn to the Virgin Mary by Jacob of Sarug.⁵⁰

To my knowledge, no other Aramaic document introduces the clauses following the declaration of sale and receipt with a formula like "under the following terms." The wording here probably is translated from a Greek model.⁵¹

III. THE KYRIEIA CLAUSE

This formula occurs in documents from the Judean desert⁵² and in the medieval formularies and, as a unit, can be traced back as far as the Aramaic papyri from Elephantine;⁵³ elements of it can be found in Mesopotamian, Ugaritic, and Egyptian documents of the second millennium B.C.⁵⁴ In Greek documents the earliest instance known to me is Avroman 1 (88 B.C.); in Greek bills of sale from Egypt the clause first appears in the second Christian century.⁵⁵ Like the defension clause (lines 12–15), the *kyrieia* clause over the centuries increases in verbosity down to the prolix heaps of synonyms in the formulary of Hay. The verbosity comes as subtle traders find the word *šlyt* by itself too vague to express the nuances of ownership,⁵⁶ and later as the words used to supplement it change their meanings—for the conservatism of documentary style retains all the obsolete expressions while adding the new ones.⁵⁷ Hence, if the low

⁴⁷ *P. Dura* 25, lines 24–25; 26, line 9; K. 12, lines 4, 12; Avroman 1, A, lines 11–12, and B, lines 12–13.

⁴⁸ But note the prepositional phrase in line 18.

⁴⁹ San Nicolò, pp. 208–209; *M. Baba Batra* 7:2—see Gulak, p. 99. The words are found in Milik II, as corrected by B.M.V., p. 147, note to line 14; *Mur.* 22 and 30.

⁵⁰ J. B. Abbeloos, *De Vita et scriptis S. Jacobi Batnarum Sarugi in Mesopotamia Episcopi* (diss. Louvain, 1867), p. 256, line 13: *btym⁷ rbtn zbnm hwbk mn šby⁷*, where the final word bears the dots of the plural.

⁵¹ Cf. Avroman 1, line 15 (ἐφ' ᾧ).

⁵² Milik II; Nabataean Document 2, Yadin, *IEJ*, XII, 241; cf. *Mur.* 30, lines 22–23.

⁵³ Rabinowitz, pp. 124–41; Yaron, "Aramaic Deeds of Conveyance," *Biblica*, XLI (1960), 248–50, 256–61.

⁵⁴ Kutscher, *JAOs*, LXXIV, 239; Yaron, *Biblica*, XLI, 386–87; "Aramaic Marriage Contracts from Elephantine," *JSS*, III (1958), 31–32.

⁵⁵ Mitteis, pp. 182–83.

⁵⁶ Cf. Yaron, *Biblica*, XLI, 257.

⁵⁷ Cf. Kutscher, *Tarbiz*, XIX, 127–28; Yaron, *Bib. Or.*, XV (1958), 15–22.

number of verbs defining ownership is a criterion, K. 3, K. 12, Milik II, *Mur.* 30, *P. Dura* 28, and Avroman 1 are more primitive in formulation than the other Greek papyri.⁵⁸

IV. THE GUARANTEES

Lines 12–18. The seller (a) guarantees to defend title to the slave against challenge by a third party, (b) renounces all means of revoking the sale, and (c) grants the buyer a period of six months within which he may receive satisfaction should the slave be somehow unsatisfactory—the exact nature of the circumstances and the satisfaction is obscure because of the illegibility of the document. This combination in contiguous clauses following the *kyrieia*, clause, of guarantee to defend, renunciation, and assurance of satisfaction for defects, recurs in the formularies of *Mahzor Vitry* and Bargeloni⁵⁹ but in no other ancient document known to me.⁶⁰ The guarantees of *P. Dura* 28 stand with those of the medieval Jewish formularies also in lacking a penalty clause for non-fulfilment.

The juxtaposition of defension and renunciation clauses is logical and has parallels in bills of sale from many areas of the ancient world.⁶¹ Also logical is the juxtaposition of the seller's renunciation of the means of revocation and a clause allowing the buyer a period of grace: the seller is denied the right to revoke the sale, the buyer is conditionally granted it.

IVa. THE DEFENSION CLAUSE

Lines 12–15. For the history and the philological analysis of this clause, see Kutscher, *Tarbiz*, XIX, 53–59, 125–28; Yaron, *Bib. Or.*, XV, 15–22; Rabinowitz, pp. 142–52; Goldstein, pp. 431–32; Muffs, p. 171.

13. *ʾw nthgʾ*. The translation in W.F.G. follows Torrey, “or talk against.” The Syriac word, however, does not mean simply “talk” but “conspire.” The word may have been added to the clause because “bring suit” (*ndwn*) was felt to imply a suit with some legal basis, whereas “conspire” would imply a suit based on false or forged evidence. In any case, the added word is another instance of the piling up of synonyms in documentary formulas. Compare the inflated defension clause of Bargeloni's formulary, “*dykw m wytw n wyhgh wyštʿy wyʿrʿr šwm dyn wdbry m bʿwlm ʿl plwny zh. . .*”

15. *bqdh*. Though the reading is beyond doubt, the idiom, literally, “in [or subject to] the fortune of,” is strange, whereas the medieval Jewish formularies have the common idiom “in the hand of,” suggesting the easy emendation *bʿydh*. Nevertheless, again it is well to beware of emending a document written by a good scribe. The strange idiom

⁵⁸ Note, however, the elaborate *kyrieia* and defension clauses in Nabataean documents mentioned by Yadin, *IEJ*, XII, 241, 249.

⁵⁹ In the order *kyrieia*, defects, renunciation, defension. In *Mahzor Vitry* and Bargeloni the renunciation clause begins with the statement that the seller has retained no share in the slave. In Hay, first comes a statement that the seller has retained no share and that the buyer has received full possession, and then the *kyrieia*, defects, and defension clauses.

⁶⁰ Old Babylonian and Assyrian slave-sales have no *kyrieia* clause, but do have a renunciation clause

followed by a statement that the seller stands surety for designated periods against epilepsy and against contest of title (Koschaker, p. 31; San Nicolò, chap. 2 and pp. 209–23). The clause of standing surety is not found in late cuneiform slave sales, which lack all reference to hidden defects (Petschow, p. 63). In Greek papyri from Egypt, the guarantee against leprosy and epilepsy is included in the declaration of sale, not in a separate clause. *Neg.* 135 contains no renunciation clause.

⁶¹ Assyrian and Old Babylonian slave-sales: see n. 60; other examples: Petschow, p. 44; K. 1 and K. 3. See Yaron, *Biblica*, XLI, 261–68, 387–89.

may be attested in a story in the Palestinian Talmud.⁶² A fire broke out (on the Sabbath) on the property of R. Jonah (fourth century); he refused to let his Nabataean⁶³ neighbor put it out, whereupon the Nabataean held him responsible for damages should the fire spread, using the formula *bgdk mdly*, "My property is subject to your fortune." The formula "in the fortune of so-and-so" may have had the connotation both of "in his charge" and "in his possession"; cf. *mn gdh* in line 18, and the use of *bršwt* in rabbinic Hebrew.

IVb. THE RENUNCIATION CLAUSE

Line 15. This clause is not impersonally phrased but is a declaration of the seller that he has no power to revoke the conditions of the document.⁶⁴ Since it does not close the provisions of the sale, the formula here is not analogous to the Greek closing formula, *kyria hê syngraphê*.⁶⁵

IVc. THE DEFECTS CLAUSES

Lines 15–18. Partly unread, the first of these clauses is recognizable because of its close affinities to the vocabulary of the Syriac-Roman lawbooks.⁶⁶ Syriac legal terminology as reflected here seems to have taken note of the logical connection of the renunciation clause with the defects clause. In the Syriac-Roman laws, the agreement (*tnwy*) between the buyer and the seller in a slave-sale may be either "good" or "bad" (for the buyer),⁶⁷ and the "bad" agreement is defined as one in which one party may not retract against the other (*dl' ʿnš nhpwk l hbrh*),⁶⁸ with the use of the same root *hpk* (revoke, retract).

The parallel passages in the Syriac-Roman laws declare the seller of a slave liable for hidden defects for a period of six months, though in a "bad" agreement only for insanity. The first clause here probably indicates the extent of the seller's liability during the six months.⁶⁹ I would guess that here all conditions of a "good" agreement apply, except for liability for flight—the exception being made by common agreement (lines 17–18). With Torrey's reading in line 17, *wʿn*, the resultant clause, "And such was the agreement between them," serves no visible purpose.⁷⁰ Hence, read *dʿn*. Pringsheim⁷¹ viewed the clause placing the risk of the slave's flight upon the buyer as a "risk clause," a category

⁶² *Shabbat* 16:7, p. 15d; *Yoma* 8:5, p. 45b; *Nedarim* 4:9, p. 38d. I owe this reference to Professor Saul Lieberman.

⁶³ At *Nedarim*, loc. cit., a Samaritan neighbor.

⁶⁴ Cf. Brockelmann, *ZfS*, X, 163. In *Maḥzor Vitry* and Bargeloni, the renunciation clause speaks of the irrevocability of the *sale*, not of the document.

⁶⁵ Cf. Welles, *YCS*, V, 110. One Aramaic equivalent for the Greek formula occurs in K. 9 (line 22—read *mysb*) and K. 10; another was known to both Talmuds: see Rabinowitz, pp. 112–24, and Gulak, pp. 24–30. The latter occurs in *Maḥzor Vitry* and Bargeloni.

⁶⁶ L 39, 113; P 19, 20, 35; R I 19, 20, 28; R II 27, 28, 40, 41; R III 39, 114.

⁶⁷ Equivalent to the Greek *καλὴ* or *κακὴ αἵρεσις* and the Latin *venditio bonis condicionibus* or *venditio simpliciter*; see Pringsheim, pp. 481–92. These distinctions and the Greek terminology are attested in a

Semitic text of about the same time as *P. Dura 28*, *Exodus rabbah*, 43:8, ascribed to R. Levi b. Parṭa (third century). Read with Oxford ms. No. 147 *q'liṛysyn* and *q'q'rysyn* (this confirmation of Perles' and Krauss' emendation of the printed text I owe to Professor Saul Lieberman): "... A man ... came to buy a slave. He said to the owner, 'Is this slave you are selling me a good acquisition [*q'liṛysyn*, *καλὴ αἵρεσις*] or a bad acquisition [*q'q'rysyn*, *κακὴ αἵρεσις*]. ...'"

⁶⁸ L 39; R II 28.

⁶⁹ Cf. *Neg. 135*. See also Welles, *YCS*, V, 105–107.

⁷⁰ It cannot be analogous to the *kyria* clause of Greek papyri because another operative clause follows (see above, n. 65), nor does it record the procedure of a Roman *stipulatio* (W.F.G., p. 16; cf. Welles, *YCS*, V, 110–11).

⁷¹ Pp. 456–65; cf. San Nicolò, pp. 223–27.

he sharply distinguished from defects clauses. The distinction is logical,⁷² but the Syrian-Roman laws do treat the tendency to flee as a hidden defect, though as one for which the seller is obligated to refund the price only under certain circumstances.⁷³

18. *mn qdh dtyrw zbwn*⁷⁴. This predicate phrase without a copula is grammatical but somewhat awkward. Perhaps the scribe omitted *hw* because of the *w* of *w'tktbw*.

V. THE STATEMENT OF NUMBER OF COPIES AND REGISTRY

Lines 18–20. See Welles, *YCS*, V, 111–12.

19. *n'l b'rkywn*. In Mishnaic Hebrew, a similar phrase, *ʿlh b'rk'wt*, is used of the registration of documents in official archives.⁷⁴ The use of the Hebrew root *ʿlh* surely reflects the Aramaic. On the archives of Edessa, see Welles, *YCS*, V, 126–27, 135–37.⁷⁵

VI. THE SUBSCRIPTION

Lines 20–23. On the subscription (*hypographê*) in Greek papyri from Egypt, see Mitteis, p. 56. In *P. Dura 28*, as in *P. Dura 26*, 27, and 29, and in a notarial practice described in the Palestinian Talmud,⁷⁶ the subscription serves as a closing formula to prevent anything from being added to the clauses of the document. Hence, no space is left between it and the operative part of the text.⁷⁷ On the name Shamashyabh, see Caquot, *Syria*, XXXIX, 245.

VII. THE SIGNATURES

Lines 24–30 and Verso. The normal procedure, described by the Mishnah and found in the documents of the Judean desert and in *P. Dura 26*, 30, and 32, was for single documents to be signed on the recto only and double documents on the verso only, but the existence of “conflated”⁷⁸ procedures such as the one followed here is recognized by the Mishnah and described in the Palestinian Talmud.⁷⁹

In both line 24 and line 25, the Semitic name which follows “Marcus Aurelius” is surely the native cognomen, not the patronymic; here and elsewhere in the Dura documents, names of Roman citizens may appear without the patronymic but never without the cognomen.⁸⁰ The first two signers identify themselves simply as witnesses. Hence, one cannot place them in the same category as the archivist Aurelius Mannus and explain the attesting signatures on the recto of *P. Dura 28* as being all those of archivists (cf. *P. Dura 17* and 25).

The scribe’s identifying signature is a feature common in neo-Babylonian, demotic, and Aramaic documents. On its position here after the attesting signatures on the recto, see Yaron, *JSS*, II, 38–39, and Petschow, pp. 7–8, 44, 70. The vocalization of the scribe’s

⁷² The formula does have a separate history; most ancient systems of law, including Jewish law, place the risk of the slave’s flight solely on the buyer; see also Welles, *YCS*, V, 108–109.

⁷³ E.g., R I 19.

⁷⁴ *M. Gittin* 1:5; *T. ibid.* 1:4; *T. Mo'ed qatan* 2:1; *T. Baba batra* 8:2–3; *T. ʿAbodah zarah* 1:8; *TB Gittin*, pp. 9ab, 10b–11a, 44a; *TP, ibid.*, 1:5, p. 43d.

⁷⁵ Remove the reference to a “*Strategos-Bahora*” on p. 137.

⁷⁶ *TP Gittin* 10:1, p. 49d; see Gulak, pp. 29–30. The procedure of *P. Dura 26–29* sets aside Gulak’s hesitations on p. 30.

⁷⁷ See W.F.G., Plate XX, and delete “*vacat*” in the transcription of *P. Dura 26*, lines 28–29.

⁷⁸ W.F.G., p. 145.

⁷⁹ *M. Baba batra* 10:1; *TP Gittin* 8:10, p. 49d.

⁸⁰ *P. Dura 26*, 29–32.

patronymic is assured by the numerous Greek and Latin transcriptions of the name in the Dura documents. On the name itself, see Caquot, *Tessères*, p. 175; its occurrence at Edessa, Leroy, *Syria*, XXXIV, 322.

On the verso of a double document the common practice of the Semitic East placed the signature of the conceding party or his literate substitute first and then the signatures of the several witnesses, each signature adjacent to a knot of the tying string,⁸¹ but *P. Dura 28* exhibits some strange aspects. The "signature" of the illiterate Mat-Tar'atha appears before that of her husband, her literate substitute, and again as the last of the signatures on the verso. Practices mentioned in rabbinic literature give a key to understanding these phenomena.

At Edessa, four or five attesting signatures may have been sufficient, but in the "conflated" procedure of *P. Dura 28*, only two witnesses signed on the verso, along with Mat-Tar'atha and her husband. The documentary sheet, however, had five holes for the five knots of the tying string. From the Mishnah and the Tosefta we learn that a double document which did not bear a signature by every one of its knots was called a "bald" document and was invalid.⁸² One did not, however, have to procure the signatures of legally eligible witnesses to fill the blank spaces. According to some authorities, even the signature of a slave would do.⁸³ This is the function of Mat-Tar'atha's second signature.

As for her illiteracy, it is possible that, though illiterate, she could sign her name. If so, it is odd that her letter forms are inconsistent in her two signatures (note especially the ^o of *mtr'at*); one would expect an illiterate to know only one way of signing her name. But the letter forms in the two signatures are all found in the script of the scribe Marcus Aurelius Belshu, with one significant difference: very few of the letters are joined. Children and illiterates find it easier to copy manuscript "printing" than cursive "writing." Rabbinic sources mention several procedures by which an illiterate can write a signature: a stencil can be cut in another piece of paper and the illiterate can ink the document through it; the illiterate can trace over scratches or markings in lead, gall-nut juice, or spittle on the document itself.⁸⁴ In the case of *P. Dura 28*, none of these methods seems to have been used. With a stencil, both signatures would have been very much alike; in tracing, Mat-Tar'atha probably would not have become confused twice by the sequence *l np*, whereas in line 1 she has omitted the *n*, which has been squeezed in, and in line 5 she seems to have been diffident writing the ^c. My guess is that the scribe wrote out an example for each line, and Mat-Tar'atha copied them.

The first witness to sign on the verso is one of the two chief magistrates of Edessa. In documents from Dura, too, the first attesting signature is that of a chief magistrate.⁸⁵ His signature may have been required for full validity of the document. As in the documents from Dura, the name of an official appears with his title and without his patronymic.

The name Bar-Samya occurs among the aristocracy of Edessa in the *Doctrine of Addaeus the Apostle* and is the name of the Christian bishop in the *Acts* of Sharbil and of Barsamya. On other instances of the name and on the vexed question of the vocalization and etymology, see H. Ingholt, *Parthian Sculptures from Hatra* ("Memoirs of the

⁸¹ Milik II; *Mur.* 18-20, 28-30, 36, 38; Yadin, *IEJ*, XII, 237.

⁸² *T. Gittin* 8(6):9; *M. Gittin* 8:9.

⁸³ *M. Gittin* 8:10; *TB, ibid.*, pp. 21b-82a.

⁸⁴ *TB Gittin*, pp. 19a-b.

⁸⁵ *P. Dura 17, 25.*

Connecticut Academy of Arts and Sciences," Vol. XII [New Haven, 1954]], pp. 17 ff., esp. p. 21; and Caquot, "Note sur le *semeion* et les inscriptions araméennes de Hatra," *Syria*, XXXII (1955), 59–69.

LIST OF ABBREVIATIONS

The abbreviated titles used in this article are the following. *Acts* of Sharbil and Barsamya: see Cureton. Avroman: E. H. Minns, "Parchments of the Parthian Period from Avroman," *JHS*, XXXV (1915), 28–30. Bargeloni: *Sepher Haschetaroth: Dokumentenbuch von R. Jehuda ben Barsilai aus Barcelona*, ed. S. J. Halberstam (Berlin, 1898; bill of slave-sale: p. 69). *Bib. Or.*: *Bibliotheca Orientalis*. B.M.V.: P. Benoit, J. T. Milik, and R. de Vaux, *Discoveries in the Judean Desert, II: Les grottes de Murabâ'ât* (Oxford, 1961). Cowley: A. E. Cowley, *Aramaic Papyri of the Fifth Century B.C.* (Oxford, 1923). Cureton: *Ancient Syriac Documents*, ed. W. Cureton (London, 1864). Demotic Documents: K. Sethe and J. Partsch (eds.), *Demotische Urkunden* ("Abhandlungen der philologisch-historischen Klasse der Sächsischen Akademie der Wissenschaften," Vol. XXXII [1920]). *Doctrine of Addaeus the Apostle*: in Cureton (incomplete) and *The Doctrine of Addai the Apostle*, ed. G. Phillips (London, 1876). Goldstein: J. A. Goldstein, Review of W.F.G., *JAOS*, LXXXI (1961), 429–32. Gulak: A. Gulak, *Das Urkundenwesen Talmud* (Jerusalem, 1935). Hay: *Sefer ha-shetarot le-Rab Hay bar Sherira Gaon*, ed. S. Asaf, Tarbiz, Suppl. I (5690), *IEJ: Israel Exploration Journal*. *JAOS: Journal of the American Oriental Society*. *JSS: Journal of Semitic Studies*. K.: documents in E. G. Kraeling, *The Brooklyn Museum Aramaic Papyri* (New Haven, 1953). Koschaker: P. Koschaker, *Neue keilschriftliche Rechtsurkunden aus der el-Amarna Zeit* ("Abhandlungen der philologisch-historischen Klasse der Sächsischen Akademie der Wissenschaften," Vol. XXXIX [1928]). *M.*: *Mishnah*, ed. H. Albeck (Jerusalem and Tel-Aviv, 1952–1959). *Mahzor Vitry: Machsor Vitry*, ed. S. Hurwitz (Berlin, 1893; bill of slave-sale: pp. 792–93). Milik: J. T. Milik, "Deux documents inédits du désert de Juda," *Biblica*, XXXVIII (1957). Mitteis: L. Mitteis and U. Wilcken, *Grundzüge und Chrestomathie der Papyruskunde* (Leipzig-Berlin, 1912), Vol. II, Part I. Muffs: J. Y. Muffs, *Studies in the Aramaic Legal Papyri from Elephantine* (Diss. Pennsylvania; Ann Arbor: University Microfilms, 1964), to be published by Brill in *Studia et documenta ad iura orientis antiqui pertinentes*. *Mur.*: documents in B.M.V. *Neg.*: documents in V. Arangio-Ruiz, *Negotia*, Part III of *Fontes iuris romani antejustiniani*, ed. S. Riccobono et al. (Florence, 1943). Nöldeke: T. Nöldeke, *Compendious Syriac Grammar* (London, 1904). Payne Smith: R. Payne Smith, *Thesaurus Syriacus*. Petschow: H. Petschow, *Die neubabylonischen Kaufformulare* ("Leipziger rechtswissenschaftliche Studien," Vol. CXVIII [1939]). Pringsheim: F. Pringsheim, *The Greek Law of Sale* (Weimar, 1950). Rabinowitz: J. J. Rabinowitz, *Jewish Law* (New York, 1956). San Nicolò: M. San Nicolò, *Die Schlussklauseln der altbabylonischen Kauf- und Tauschverträge* ("Münchener Beiträge zur Papyrusforschung und antike Rechtsgeschichte," Vol. IV [1922]). Syriac-Roman Lawbooks: *Syrisch-Römisches Rechtsbuch*, ed. K. G. Bruns and E. Sachau (Leipzig, 1880), and *Syrische Rechtsbücher*, ed. E. Sachau (Berlin, 1907). *T.*: *Tosefta*, ed. M. S. Zuckermann (2d ed.; Jerusalem, 1937). *TB: Babylonian Talmud*. *TP: Palestinian Talmud*. *Tessères*: H. Ingholt, H. Seyrig, J. Starcky, and A. Caquot, *Recueil des tessères de Palmyre* (Paris, 1955). W.F.G.: C. B. Welles, R. O. Fink, and J. F. Gilliam, *The Excavations at Dura-Europos: Final Report V, Part I, The Parchments and Papyri* (New Haven, 1959). *YCS: Yale Classical Studies*. *ZDMG: Zeitschrift der Deutschen Morgenländischen Gesellschaft*. *ZfS: Zeitschrift für Semitistik und verwandte Gebiete*.